

| | | | | | | | |
|--|------------------------------------|--|------------------|---|--|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W22PE07124S001 | | PAGE 1 OF 50 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W9124D-07-B-0017 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME DOROTHY R. MCCORMICK | | | | b. TELEPHONE NUMBER (No Collect Calls) 502-624-8264 | |
| 8. OFFER DUE DATE/LOCAL TIME 02:00 PM 20 Jun 2007 | | 9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX: | | CODE W9124D | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311511 SIZE STANDARD: 500 | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP | | 15. DELIVER TO DIRECTORATE OF PUBLIC WORKS DBOS MARGARET MYNHIER DBOS, TROOP ISSUE SUBSISTENCE SECT BLDG 488 OLD IRONSIDE FORT KNOX KY 40121-4321 TEL: 502-624-5250 FAX: 502-624-7008 | | CODE W22PE001 | | 16. ADMINISTERED BY | |
| 17a. CONTRACTOR/OFFEROR | | CODE | | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| TEL. | | FACILITY CODE | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 50 | |
|---|------------------------------------|--------------------|---|-----------------------|------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | | 36. PAYMENT |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY <i>(Print)</i> | | |
| | | | 42b. RECEIVED AT <i>(Location)</i> | | |
| | | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

QUOTE DUE BY 18 JUNE 2007, 4:00 P.M. QUOTES MAY BE EMAILED TO:
dorothy.mccormick@knox.army.mil OR FAXED TO 502-624-7165/5869. QUESTIONS CONCERNING
THIS SOLICITATION MUST BE SUBMITTED VIA E-MAIL OR FAXED TO THE SAME.

*****THIS SOLICITATION IS 100% SET-ASIDE SMALL BUSINESS. ALL
RESPONSIBLE SOURCES MAY SUBMIT A RESPONSE WHICH, IF
TIMELY, WILL BE CONSIDERED.*****

**“CONTRACTORS SHALL SUBMIT ALL UNIT PRICES TO THE
WHOLE PENNY, NO FRACTIONS WILL BE ACCEPTED.”**

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION

DUNS NUMBER: _____

CAGE CODE: _____

FEDERAL TAX ID NO: _____

PHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

PERSON QUOTING: _____

NOTES:

1. Offerors are reminded to complete and return with their quotes all required certifications contained in this solicitation.
2. All offerors wishing to do business with the Government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at www.ccr.gov. For assistance, contractors can call toll free (888)227-2423.
3. Award will be made in the aggregate to the lowest priced, responsive, responsible offeror. Failure to submit an offer on all items will render the offer non-responsive.
4. Solicitation shall be posted on the Fort Knox Homepage at: <http://www.knox.army.mil> (Click on Contracting Opportunities).

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|--|------------------|-----------|------------|-------------|
| 0001 | BUTTERMILK FP-EPA CULTURED, LOWFAT (1 OR 2 PERCENT MILKFAT CONTENT, CLASS 2) OR SKIM MILK (LESS THAN 1/2 PERCENT MILKFAT CONTENT, CLASS 3) VITAMINS A AND D ADDED, GROUP A, TYPE XI, CLASS 2 OR 3, HALF PINT CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) | 600 | Container | | |

PERCENT OFFERED: _____

FOB: Destination

PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-----------|------------|-------------|
| 0002 | | 600 | Container | | |

BUTTERMILK
FP-EPA
CULTURED, LOWFAT (1 OR 2 PERCENT MILKFAT CONTENT, CLASS 2)
OR SKIM MILK (LESS THAN 1/2 PERCENT MILKFAT CONTENT, CLASS
3) VITAMINS A AND D ADDED, GROUP A, TYPE XI, CLASS 2 OR 3,
QUART CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY
PRODUCTS)

PERCENT OFFERED:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0003 | | 15,000 | Pound | | |

CHEESE, COTTAGE LOW FAT
FP-EPA
LARGE OR SMALL CURD, GROUP A OR B, SUBGROUP 1 OR 2, TYPE II,
CLASS I, STYLES A OR B, MINIMUM ONE POUND CONTAINER,
MAXIMUM 5 POUND CONTAINER (CID A-A 20154A) (GROUP I - MILK,
DAIRY PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|--|------------------|-------|------------|-------------|
| 0004 | CHEESE, COTTAGE FP-EPA LARGE OR SMALL CURD, CID A-A-20154, GROUP A OR B, SUBGROUP 1 OR 2, TYPE III, CLASS I, STYLE A OR B, MINIMUM 1 POUND CONTAINER, MAXIMUM 5 POUND CONTAINER (CID A-A 20154A) (GROUP I - MILK, DAIRY PRODUCTS) | 95,000 | Pound | | |

CONTAINER: _____ SIZE

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|------|------------|-------------|
| 0005 | | 7,200 | Pint | | |

SOUR CREAM
FP-EPA
CULTURED OR ACTIFIED, HOMOGENIZED, GROUP A, TYPE XIII,
CLASS 1 OR 2, PINT CONTAINER (CID A-A 20251) (GROUP I - MILK,
DAIRY PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|---------------|------------|-------------|
| 0006 | | 750 | Contain er | | |

EGGNOG
FP-EPA
HOMOGENIZED, CONTAINING MILKFAT, GROUP A, TYPE VIII, QUART
CONTAINERS (CID A-A 20251) (GROUP I - MILK, DAIRY PRODUCTS)

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|--|------------------|-----------|------------|-------------|
| 0007 | MILK, FLAVORED FP-EPA LOW FAT, CHOCOLATE, 1 PERCENT MILKFAT CONTENT HOMOGENIZED, VITAMINS A AND D ADDED, CID A-A-20113, GROUP A, TYPE VI, CLASS 1, HALF PINT CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 100,000 | Container | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|--------|------------|-------------|
| 0008 | MILK, FLAVORED FP-EPA LOW FAT, CHOCOLATE, 1 PERCENT MILKFAT CONTENT, HOMOGENIZED, VITAMINS A AND D ADDED, GROUP A, TYPE VI, CLASS 1, 5 OR 6 GALLON CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) SIZE CONTAINER: _____ FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 65,000 | Gallon | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|-----------|------------|-------------|
| 0009 | MILK, WHOLE FP-EPA HOMOGENIZED, VITAMINS A AND D ADDED, CID A-A-20133, GROUP A, TYPE 1, CLASS 1, HALF PINT CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 22,000 | Container | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|--------|------------|-------------|
| 0010 | MILK, LOWFAT FP-EPA HOMOGENIZED, VITAMINS A AND D ADDED, 1 PERCENT MILKFAT CONTENT, GROUP A, TYPE II OR III, CLASS 1, 5 OR 6 GALLON CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) SIZE CONTAINER: _____ FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 90,940 | Gallon | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|--|------------------|-----------|------------|-------------|
| 0011 | MILK, LOWFAT FP-EPA HOMOGENIZED, VITAMINS A AND D ADDED, 1 PERCENT MILKFAT CONTENT, GROUP A, TYPE II OR III, CLASS 1, HALF PINT CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 100,000 | Container | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|-----------|------------|-------------|
| 0012 | MILK, SKIM FP-EPA HOMOGENIZED, VITAMINS A AND D ADDED, GROUP A, TYPE IV OR V, CLASS 1, HALF PINT CONTAINERS (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS) FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 315,000 | Container | | |

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|--------|------------|-------------|
| 0013 | | 500 | Gallon | | |

MILK, SKIM
FP-EPA
HOMOGENIZED, VITAMINS A AND D ADDED, GROUP A, TYPE IV OR V, CLASS 1, 5 OR 6 GALLON CONTAINER (CID A-A 20338) (GROUP I - MILK, DAIRY PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-----------|------------|-------------|
| 0014 | | 269,756 | Container | | |

YOGURT
FP-EPA
CHILLED, LOWFAT, ASSORTED FRUIT FLAVORS, 5, 6, OR 8 OUNCE CONTAINERS (ACQUISITION & DISTRIBUTION OF COMMERCIAL PRODUCTS - ADCOP) (GROUP I - MILK, DAIRY PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---|--|------------------|--------|------------|-------------|
| 0015 | JUICE, ORANGE FP-EPA 100% PURE, NO SUGAR OR PRESERVATIVES ADDED, MADE FROM ORANGE JUICE CONCENTRATE AND WATER, 5 OR 6 GALLON CONTAINERS (ADCOP) (GROUP I - MILK, DAIRY PRODUCTS) SIZE CONTAINER:_____ | 75,000 | Gallon | | |
| FOB: Destination | | | | | |
| PURCHASE REQUEST NUMBER: W22PE07124S001 | | | | | |

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---|---|------------------|---------------|------------|-------------|
| 0016 | SOUR CREAM FP-EPA FAT FREE, 16 OUNCE CONTAINERS (CID A-A 20251) (GROUP I - MILK, DAIRY PRODUCTS) FOB: Destination | 100 | Contain er | | |
| PURCHASE REQUEST NUMBER: W22PE07124S001 | | | | | |

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-----------|------------|-------------|
| 0017 | | 144 | Container | | |

CREAM, WHIPPING
FP-EPA
HEAVY, CID A-A-20113, GROUP A, TYPE VII, CLASS 2, 1/2 OR 1 PINT
CONTAINERS (CID A-A 20251) (GROUP I - MILK, DAIRY PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0018 | | 1,000 | Dozen | | |

SHERBERT, ORANGE
FP-EPA
TYPE IV, FLAVOR CLASSIFICATION, CATEGORY 1, 2 OR 3, STYLE (a),
(b), (c), (d) or (e), 4 OR 5 OUNCE CUPS (GROUP II - ICECREAM, DAIRY
PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0019 | | 750 | Dozen | | |

SHERBERT, RASPBERRY

FP-EPA

TYPE IV, FLAVOR CLASSIFICATION, CATEGORY 1, 2, OR 3, STYLE (a),
(b), (c), (d), OR (e), 4 OR 5 OZ CUPS (GROUP II - ICECREAM, DAIRY
PRODUCTS)

SIZE CONTAINER:_____

FOB: Destination

PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0020 | | 1,200 | Dozen | | |

ICE CREAM BAR

FP-EPA

VANILLA, COATED WITH CHOCOLATE WITH STICK, TYPE VI, CLASS
I, FLAVOR CLASSIFICATION, CATEGORY 1, 2 OR 3, TYPE (d),
MINIMUM 2 OUNCE BAR (GROUP II - ICECREAM, DAIRY PRODUCTS)

SIZE BAR:_____

FOB: Destination

PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0021 | | 750 | Dozen | | |

ICE BAR POPSICLE
FP-EPA
SINGLE OR TWIN STICK, ASSORTED FLAVORS, TYPE VI, CLASS 2,
FLAVOR CLASSIFICATION, CATEGORY 1, 2, OR 3, STYLE (d),
MINIMUM 2 OZ BAR (GROUP II - ICECREAM, DAIRY PRODUCTS)

SIZE BAR:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0022 | | 1,200 | Dozen | | |

ICE CREAM SANDWICH
FP-EPA
VANILLA, ICE CREAM, PLAIN OR CHOCOLATE FLAVORED WAFERS,
ROUND, RECTANGULAR OR SQUARE SHAPED, TYPE VI, CLASS 5,
FLAVOR CLASSIFICATION, CATEGORY 1, 2, OR 3, STYLE (e),
MINIMUM 2 OUNCE SANDWICH (GROUP II - ICECREAM, DAIRY
PRODUCTS)

SIZE SANDWICH:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0023 | | 1,200 | Dozen | | |

ICE CREAM CONE
FP-EPA
PREFORMED, VANILLA ICE CREAM, WITH CHOCOLATE COATING
AND NUTS, TYPE VI, CLASS 6, FLAVOR CLASSIFICATION, CATEGORY
1, 2, OR 3, STYLE (e), MINIMUM 2 OUNCE CONE (GROUP II -
ICECREAM, DAIRY PRODUCTS)

SIZE CONE:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|-------|------------|-------------|
| 0024 | ICE CREAM BAR FP-EPA FUDGE WITH STICK, TYPE VI, CLASS 1, FLAVOR CLASSIFICATION, CATEGORY 1, 2, OR 3, STYLE (d), MINIMUM 2 OUNCE BAR (GROUP II - ICECREAM, DAIRY PRODUCTS) | 1,532 | Dozen | | |

SIZE BAR:_____

FOB: Destination

PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0025 | | 1,200 | Dozen | | |

ICE CREAM
FP-EPA
CHOCOLATE, INDIVIDUAL, TYPE I, GRADE 1, 2, OR 3, OR TYPE II,
FLAVOR CLASSIFICATION, CATEGORY 1, 2 OR 3, STYLE (d), 3 TO 5
OUNCE SERVING SIZE CUPS (GROUP II - ICECREAM, DAIRY
PRODUCTS)

SIZE CUPS:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|-------------------|------------------|-------|------------|-------------|
| 0026 | | 1,200 | Dozen | | |

ICE CREAM
FP-EPA
STRAWBERRY, INDIVIDUAL, TYPE I, GRADE 1, 2 OR 3 OR TYPE II,
FLAVOR CLASSIFICATION, CATEGORY 1, 2 OR 3, STYLE (d), 3 TO 5 OZ
SERVING SIZE CUPS (GROUP II - ICECREAM, DAIRY PRODUCTS)

SIZE CUPS:_____

FOB: Destination
PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|-------|------------|-------------|
| 0027 | ICE CREAM FP-EPA VANILLA, INDIVIDUAL, TYPE I, GRADE 1, 2 OR 3 OR TYPE II, FLAVOR CLASSIFICATION, CATEGORY 1, 2 OR 3, STYLE (d), 3 TO 5 OUNCE SERVING SIZE CUPS (GROUP II - ICECREAM, DAIRY PRODUCTS) SIZE CUPS: _____ FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 1,200 | Dozen | | |

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|---|------------------|-------|------------|-------------|
| 0028 | ICE CREAM BAR FP-EPA SHERBERT, TYPE IV, FLAVOR CLASSIFICATION, CATEGORY 1 , 2 OR 3, STYLE (a), (b), (c), (d) or (e), MINIMUM 2 OUNCE BAR (GROUP II - ICE CREAM, DAIRY PRODUCTS) SIZE BAR: _____ FOB: Destination PURCHASE REQUEST NUMBER: W22PE07124S001 | 875 | Dozen | | |

EST. NET AMT _____

| ITEM NO | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | EST. AMOUNT |
|---------|--|------------------|-------|------------|-------------|
| 0029 | SHERBERT, LIME FP-EPA TYPE IV, FLAVOR CLASSIFICATION, CATEGORY 1, 2, OR 3, STYLE (a), (b), (c), (d) or (e), 4 OR 5 OUNCE CUPS (GROUP II - ICE CREAM, DAIRY PRODUCTS) | 750 | Dozen | | |

SIZE CUPS:_____

FOB: Destination

PURCHASE REQUEST NUMBER: W22PE07124S001

EST. NET AMT _____

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |
| 0013 | Destination | Government | Destination | Government |
| 0014 | Destination | Government | Destination | Government |
| 0015 | Destination | Government | Destination | Government |
| 0016 | Destination | Government | Destination | Government |

| | | | | |
|------|-------------|------------|-------------|------------|
| 0017 | Destination | Government | Destination | Government |
| 0018 | Destination | Government | Destination | Government |
| 0019 | Destination | Government | Destination | Government |
| 0020 | Destination | Government | Destination | Government |
| 0021 | Destination | Government | Destination | Government |
| 0022 | Destination | Government | Destination | Government |
| 0023 | Destination | Government | Destination | Government |
| 0024 | Destination | Government | Destination | Government |
| 0025 | Destination | Government | Destination | Government |
| 0026 | Destination | Government | Destination | Government |
| 0027 | Destination | Government | Destination | Government |
| 0028 | Destination | Government | Destination | Government |
| 0029 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--|----------|
| 0001 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | DIRECTORATE OF PUBLIC WORKS DBOS MARGARET MYNHIER DBOS, TROOP ISSUE SUBSISTENCE SECT BLDG 488 OLD IRONSIDE FORT KNOX KY 40121-4321 502-624-5250 FOB: Destination | W22PE001 |
| 0002 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0003 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0004 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0005 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0006 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0007 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0008 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0009 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |

| | | | | |
|------|-----------------------------------|-----|---|----------|
| 0010 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0011 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0012 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0013 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0014 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0015 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0016 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0017 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0018 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0019 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0020 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0021 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0022 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0023 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0024 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0025 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0026 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0027 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |

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|------|-----------------------------------|-----|---|----------|
| 0028 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |
| 0029 | POP 01-JUL-2007 TO 30-JUN-2008 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W22PE001 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------------|--|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | FEB 2007 |
| 52.214-4 | False Statements In Bids | APR 1984 |
| 52.214-6 | Explanation To Prospective Bidders | APR 1984 |
| 52.214-7 | Late Submissions, Modifications, and Withdrawals of Bids | NOV 1999 |
| 52.214-10 | Contract Award--Sealed Bidding | JUL 1990 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

-(See Addendum for additional requirements)

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

ADDENDUM TO FAR 52.212-1 Instructions to Offerors-Commercial Items Instructions to Offerors-Commercial Items (Jan 2006)

FAR 52.212-1 Provision is hereby tailored as follows:

Para (f) Late submissions, modifications, revisions, and withdrawals of offers

The offeror shall submit an original of the bid to Directorate of Contracting, Attn: Contracting Officer (W9124D-07-B-0017), Bldg 1109B, Ste 250, 199 6th Ave, Fort Knox, Kentucky 40121-5720. The original bid must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment, if not the bid will be excluded from consideration.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| — |
| _____ |
| — |
| _____ |
| — |

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |

| | |
|---|---|
| — | — |
| — | — |
| — | — |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |
| — | — |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| • | • |
| • | • |
| • | • |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (4) [Removed].

 X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

 (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9

 (iii) Alternate II (OCT 2001) of 52.219-9.

 X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner
(Street, Address, City, and Operator of the Plant or
County, State, Zip Code) Facility if Other than Bidder

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 July 2007 through 30 June 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$100,000;

(2) Any order for a combination of items in excess of \$500,000; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 June 2008.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ☐ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ☐ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ☐ Alternate I (OCT 2006) of 252.225-7036.

(13) ☐ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) _X_ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) _X_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) ___ Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

1. Contractor shall note contract clause entitled "Economic Price Adjustment (EPA) Established Market Price". The contract provides for upward and downward revision of the stated contract price upon occurrence of specified contingencies.
2. Written or oral delivery orders will be issued by the Directorate of Contracting, Fort Knox, Kentucky (See clause entitled "Ordering"). The Government will follow up oral delivery orders with written delivery orders.
3. Annual quantities listed are estimates only, based on the best information available to the Government. Contractor will be paid for actual quantities delivered only .

DESCRIPTION/SPECS./WORK STATEMENT

1. The contractor shall furnish CLINs 0001, 0002, and 0007 through 0013, in accordance with Specification CID A-A 20338.
2. The contractor shall furnish CLINs 0005, 0006, 0016, and 0017, in accordance with Specification CID A-A 20251.
3. The contractor shall furnish CLINs 0003 and 0004 in accordance with Specification CID A-A 20154A.
4. The contractor shall furnish CLINs 0014 and 0015 in accordance with ADCOP.
5. **CHEMICAL REQUIREMENTS.** Products shall meet the chemical requirements for each cited specification in effect on the date of contract award.
6. **MICROBIOLOGICAL REQUIREMENTS.** Products shall meet microbiological requirements stated in Public Health Service Publication 229, Grade A Pasteurized Milk Ordinance, in effect on the date of award. In the event of conflict between these requirements and individual product specifications, the requirements of Public Health Service Publication 229 take precedence.
7. **INSPECTION PROVISIONS.** Veterinary inspection will be performed on all items to determine compliance with sanitary wholesomeness, quality and quantity requirements stated or referenced in this contract.
8. **DELIVERY VEHICLES.** Products delivered under this contract by vehicle shall be transported in clean, closed, sanitary vehicles to prevent contamination of the products.
9. **TEMPERATURE REQUIREMENTS.** The temperature of frozen items upon delivery shall not exceed 15 degrees Fahrenheit.
10. **SANITARILY APPROVED SOURCES.** The contractor shall furnish products under this contract which originate from an establishment currently appearing in the Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, as published by Headquarters, US Army Health Services Command.
11. **BIDDERS SHALL INDICATE PLACE OF MANUFACTURE AND SHIPMENT BY COMPLETING CLAUSE 52.214-14 OF THIS SOLICITATION ENTITLED "PLACE OF PERFORMANCE-SEALED BIDDING".**

1. (Note: Dairy establishments having a pasteurized milk compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers List (IMSL)", published quarterly by the U.S. Department of Health, Education and Welfare, Public Health Service, may serve as sources of dairy products as listed in the current IMSL, including flavored drinks and other novelty fluid items. Dairy plants listed in the USDA publication "Dairy Plants Surveyed and Approved for USDA Grading Service" may serve as sources of manufactured or processed dairy products as listed.

52.216-9P15 ECONOMIC PRICE ADJUSTMENT (EPA)-ESTABLISHED MARKET PRICE (MAR 2007) DSCP

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Skim Milk and Butterfat Fluid Milk Products classified as Class 1 Milk only (i.e.; whole milk, fat-free milk, low fat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

(c) Class 1 milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal Milk Marketing Orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class 1 price {(Base Skim Milk Price for Class 1 times 0.965) plus (Advanced Butterfat Pricing Factor times 3.5)} in the Announcement of Advanced Prices and Pricing Factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, Dairy Program. The announcement is released on the Friday before the 23rd of the month unless the 23rd of the month falls on a Friday in which case, Friday the 23rd will be the release date.

(e) Price adjustments shall be based on the following:

(1) The "base price" for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

- (i) the closing date for proposals, if no discussions are held, or
- (ii) the due date for final proposal revision, if discussions are held.

The "base price" for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The "adjusting price" shall be the monthly price of the economic indicator released following the month used to determine the "base price".

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places as follows:

\$0.0050 to \$0.0099 = \$0.01
 \$0.0100 to \$0.0149 = \$0.01
 \$0.0150 to \$0.0199 = \$0.02
 \$0.0200 to \$0.0249 = \$0.02
 \$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Announcement of Advanced Prices and Pricing Factors applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below.

- (1) Compute adjusting price
- (2) Compute base price.
- (3) Compute change from base price.
- (4) Convert the price change to price per gallon.
- (5) Compute the price change for other units other than gallon.
- (6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2).
- (7) Compute adjusted contract unit price(s).

The following sample price computation is an illustration for a contract awarded in March. Therefore, the base price is the Class 1 price for January and the adjusting price is the Class 1 price for April.

| | | |
|---|----------------------|------------------|
| (1) Adjusting Price | | |
| Base Skim Milk Price for Class 1 | \$12.88 CWT x 0.0965 | \$12.4292 |
| Advanced Butterfat Pricing Factor | \$1.5466 lb x 3.5 | <u>\$ 5.4131</u> |
| Class 1 Price | | \$17.8423 |
| (2) Base Price | | |
| Base Skim Milk Price for Class 1 | \$11.28 CWT x 0.965 | \$10.8852 |
| Advanced Butterfat Pricing Factor | \$1.4389 lb x 3.5 | <u>\$ 5.0362</u> |
| Class 1 Price | | \$15.9214 |
| (3) Change from Base Price per CWT | | (\$1.9210) |
| (4) Price change per gallon (Line (3) divide by 11.63 gallons/cwt) | | (\$0.1652) |
| (5) Price change per half gallon | | (\$0.0826) |
| Price change per quart | | (\$0.0413) |
| Price change per pint | | (\$0.0206) |
| Price change per 12-oz pg | | (\$0.0155) |
| Price change per 1/3 qt. (10-oz) | | (\$0.0129) |
| Price change per half pint | | (\$0.0103) |
| (6) Price adjustment per gallon | | (\$0.17) |
| Price adjustment per half gallon | | (\$0.08) |
| Price adjustment per quart | | (\$0.04) |
| Price adjustment per pint | | (\$0.02) |
| Price change per 12-oz pg | | (\$0.02) |
| Price change per 1/3 qt. (10-oz) | | (\$0.01) |
| Price adjustment per half pint | | (\$0.01) |

(h) Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will be made by contract modifications. Adjustments will be implemented by the government as follows:

(1) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the internet at <http://www.dscp.dla.mil/subs/pv/mrepa/milkepa.asp>

(j) Any pricing actions pursuant to the "changes" clause or other provisions of the contract will be priced as though there were no provision for economic price adjustment.

(k) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, either party may cancel the contract effective 60 days after receipt of written notice of the cancellation. In the event a written notice of cancellation is given, the price of the contract prior to the notice of cancellation will be applied from receipt of the notice until the date of cancellation. There is no percentage limit on downward adjustments under this clause.

(l) In the event, publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(m) Any dispute arising under this clause is subject to the "disputes" clause of this contract.

NOTES**TELEGRAPHIC/FAX OFFERS**

Telegraphic, facsimile or other electronically submitted (including mailgram) offers are NOT authorized.

PRE-BID QUESTIONS

Offerors must submit any questions regarding this solicitation/statement of work in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to the proposal due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the Directorate of Contracting, Fort Knox, Kentucky.

BID SUBMISSION INSTRUCTIONS

The offeror shall submit an original of the bid to Directorate of Contracting, Attn: Contracting Officer (W9124D-07-B-0007), Bldg 1109B, Ste 250, 199 6th Ave, Fort Knox, Kentucky 40121-5720. The original bid must be received by the Contracting Officer prior to the date and time set in the solicitation or any issued amendment, if not the bid will be excluded from consideration.

AWARD

The award of any contract(s) issued hereunder will be made on a group basis to the lowest priced, responsive, responsible bidder(s) after consideration of the following:

- A. Line items will be evaluated on a per ounce basis.
- B. Failure to bid on every item within a group will render your bid nonresponsive for that particular group.
- C. Bids submitted on a basis other than F.O.B. destination will be rejected as nonresponsive.
- D. Group I includes CLIN's 0001 through 0017. Group II includes CLIN's 0018 through 0029.

INVOICES

The contractor shall submit payment requests using Wide Area Workflow-Receipt and Acceptance (WAWF-RA) at <https://wawf.eb.mil>.

Select the "invoice only" option and enter "W9124D" in the administered by block. Failure to submit invoices as instructed herein may result in delay of payment.

For assistance, contractors may contract the wide area work flow help desk at (614) 693-6868.

NOTE: If unsuccessful using WAWF: The contractor may submit payment requests using the Web Invoicing System (WinS) at <https://ecweb.dfas.mil>.

PAYMENT STATUS INQUIRY

Effective 1 March 2006, contract payment status may be found using MyInvoice at <https://myinvoice.csd.disa.mil>.

PAYMENT

The Government will pay the contractor upon submission of proper invoices, the prices stipulated in this contract, for the supplies delivered and accepted, less any deductions provided in this contract. Payment terms are Net 10.

INSPECTION

Inspection of services to be furnished hereunder will be made by the Post Veterinarian, Building 1198, Fort Knox, Kentucky 40121-5000.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, Directorate of Contracting, 199 6TH Ave., Ste 250, Fort Knox, Kentucky 40121-5720. Changes in or deviation from the Statement of Work shall not be effected without a written modification to the contract executed by the Contracting Officer.

PLACE OF DELIVERY

The contractor shall deliver items under this contract to approximately 19 different buildings. Building locations shall be specified on each delivery order.

TIME OF DELIVERY

The contractor shall deliver items under this contract within 4 working days after issuance of each delivery order under this contract. The contractor shall allow the Government up to 48 hours of delivery to make final adjustments to the order. The contractor shall deliver items starting approximately 6:00 A.M. and be completed by 11:30 A.M., local time, Monday through Friday, except for legal public holidays. Contractor shall deliver to the Medical Treatment Facility between the hours of 7:30 A.M. and 9:00 A.M., local time.

DELIVERY TICKETS

The contractor shall furnish itemized delivery tickets for each delivery made under this contract showing the contractor's name, contract number, delivery order number and items delivered. Delivery tickets will be signed by an authorized representative at point of delivery and returned to Directorate of Public Works, DBOS, Troop Issue Subsistence Section, Building 488 Old Ironside, Fort Knox, Kentucky 40121-4321.

LEGAL PUBLIC HOLIDAYS

Holidays per this requirement are as follows: Thanksgiving Day, 4th Thursday in November; and Christmas Day, 25 December.